COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS AGENDA ITEM TRANSMITTAL

(1) DEPARTMENT Public Works	(2) MEETING DATE June 6, 2006	(3) CONTACT/PHONE Timothy J. Smith, Co (805) 781-5290	unty Right of Way Agent
(4) SUBJECT Submittal of a Resolution Accepting Conveyance to the County from San Miguelito Partners for San Luis Bay Drive Bridge Replacement Project, Contract No. 300181			
(5) SUMMARY OF REQUEST Transmittals pertain to San Luis Bay Drive Bridge Project. Adoption of resolution will allow the Department of Public Works to conclude acquisition phase for this parcel.			
(6) RECOMMENDED ACTION It is recommended that the subject resolution be adopted and the appropriate documents be executed.			
(7) FUNDING SOURCE(S) Road Fund	(8) CURRENT YEAR COST \$6,850	(9) ANNUAL COST N/A	(10) BUDGETED? No Yes N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel			
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? No Yes, How Many? Permanent Limited Term Contract Temporary Help			
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5t	th, Ali	(14) LOCATION MAP Attached N/A	(15) Maddy Act Appointments Signed-off by Clerk of the Board N/A
(16) AGENDA PLACEMENT Consent Hearing (Time Est) Presentation Board Business (Time Est)		(17) EXECUTED DOCUMENTS Resolutions (Orig + 4 copies) Ordinances (Orig + 4 copies) N/A	
(18) NEED EXTRA EXECUTED COPIE Number: Attac		(19) BUDGET ADJUSTMENT REQUIRED? Submitted 4/5th's Vote Required N/A	
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR)		(21) W-9 No Yes	(22) Agenda Item History N/A Date
(23) ADMINISTRATIVE OFFICE REVIEW OKashe From			

Reference: 06JUN6-C-3

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(00) (00)



SAN LUIS OBISPO COUNTY **DEPARTMENT OF PUBLIC WORKS**

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO:

Board of Supervisors

FROM:

Timothy J. Smith, Right of Way Agent

VIA:

Glen L. Priddy, Deputy Director of Public Works - Engineering Services

DATE:

June 6, 2006

SUBJECT:

Submittal of a Resolution Accepting Conveyance to the County from San

Miguelito Partners for San Luis Bay Drive Bridge Replacement Project,

Contract No. 300181, Supervisor District 3

Recommendation

It is recommended that the subject resolution be adopted and the accompanying documents be executed.

Discussion

The attached resolution, together with appropriate easement deed and right of way agreement, are submitted for your Board's consideration. These instruments relate to the San Luis Bay Drive Bridge Replacement Project, which is scheduled soon. Acquisition of the needed right of way is based upon a negotiated settlement at fair market value, as determined by a professional real estate appraiser.

Other Agency Involvement/Impacts

County Counsel has reviewed and approved said documents.

Financial Considerations

The subject resolution provides compensation in the total amount of \$6,850 for this parcel, County Contract No. 300181. The cost is included in the Fiscal Year 2005-06 Roads Budget.

Results

Approval of the recommended action will result in proper title for this budgeted project. This project will result in greater safety for the public.

Attachments:

Vicinity Map

Resolution of Acceptance

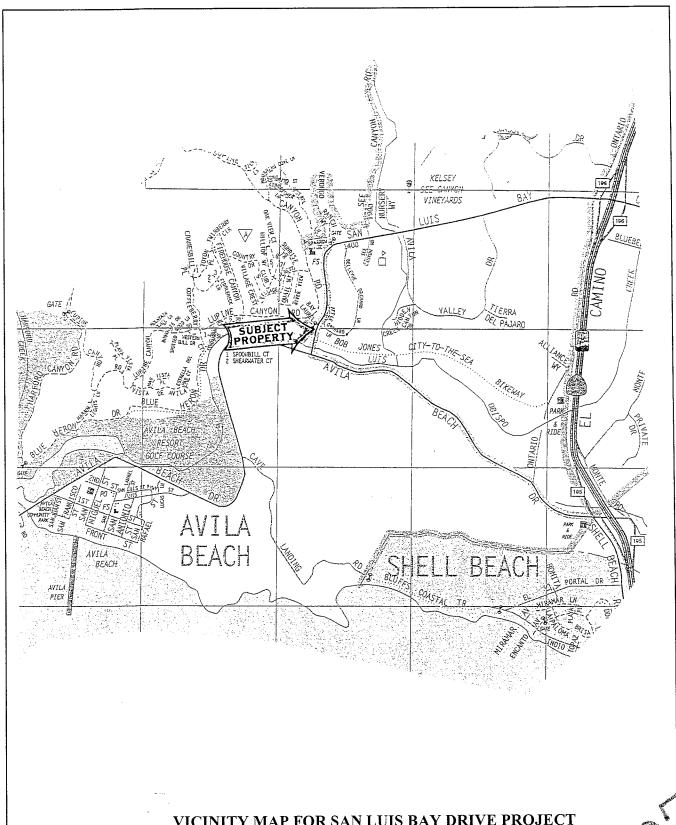
Public Road, Slope and Drainage Easement Deed

Temporary Construction Easement Deed

Right of Way Agreement

File: TJS- R/W Parcel 05-11 Reference: 06JUNE6-C-3

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VICINITY MAP FOR SAN LUIS BAY DRIVE PROJECT
SAN MIGUELITO PARTNERS

IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

	day	, 20
: Supervisors		

RESOLUTION NO.

RESOLUTION ACCEPTING CONVEYANCE FROM SAN MIGUELITO PARTNERS, FOR THE SAN LUIS BAY DRIVE BRIDGE REPLACEMENT PROJECT SUPERVISORIAL DISTRICT NO. 3

The following resolution is now offered and read:

PRESENT

ABSENT:

WHEREAS, SAN MIGUELITO PARTNERS, a California limited partnership, has executed and delivered to the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, a certain Public Road, Slope and Drainage Easement Deed and Temporary Construction Deed conveyance dated March 9, 2006, attached hereto, and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, it is provided by Section 27281 of the Government Code of the State of California, that the foregoing documents shall not be accepted for recordation without the consent of the County evidenced by its resolution of acceptance attached thereto:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo State of California:

- That said Public Road, Slope and Drainage Easement Deed and Temporary Construction Easement Deed are accepted and the Chairperson of this Board is hereby authorized and directed to execute the documents necessary therefor.
- That the Clerk of this Board attach a copy of this resolution to said conveyance as evidence of acceptance and consent to the recordation of same.
- 3. That the County Director of Public Works is hereby authorized and directed to initiate the drawing of a warrant (Budget 2900-3060) Project 300181.05, in the sum stated in the attached Right of Way Agreement dated March 9, 2006, San Luis Bay Drive Bridge Replacement Project, R/W Parcel No. 05-11, payable to San Miguelito Partners, a California limited partnership, as consideration for the delivery of said conveyance.

Upon motion of Sup Supervisor	ervisor	, and on th	ne following r	, second	led by o wit:
AYES:					
NOES:					
ABSENT:					•
ABSTAINING:					
the foregoing resolution is	hereby adopted.				
		Chairpers	on of the Boa	ard of Super	visors
ATTEST:					. • •
		1.1.			
Clerk of the Board of Supe	ervisors	· · · · · · · · · · · · · · · · · · ·			
[SEAL]					
APPROVED AS TO FORM	M AND LEGAL EFF	ECT:	***		
JAMES B. LINDHOLM, JR County Counsel	3.				
By: 5 attal f So Deputy County Cou	sren Insel				
Dated: 5/4/06					
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TATE OF CALIFORNIA, County of San Luis Obispo,	ss.				
I,			County Cla	k and ex-offic	oio Cle-l-
the Board of Supervisors, in a partify the foregoing to be a full, e same appears spread upon the	true and correct cop	f San Luis Ol y of an order i	pispo, State of	California, d	o hereby
WITNESS my hand and the		Supervisors,	affixed this _	· · · · · · · · · · · · · · · · · · ·	
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EAL)		County	Clerk and Ex-Off of Sup	icio Clerk of the ervisors	Board

RECORDING REQUESTED BY:

Public Works Department County of San Luis Obispo

Project: San Luis Bay Drive Bridge Project

R/W No. 05-11

APN: ptn 76-231-050

WHEN RECORDED RETURN TO:

County Clerk

PUBLIC ROAD, SLOPE and DRAINAGE EASEMENT DEED

THIS INDENTURE, made the _____ day of ______ day of _______, 20_____ by SAN MIGUELITO PARTNERS, a California limited partnership, hereinafter referred to as "Grantor", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, a perpetual, permanent and exclusive public road, slope and drainage easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road, bikepath and appurtenances, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see attached legal description as Exhibit "A", and map as Exhibit "B", each attached hereto and made a part hereof

The easement granted herein includes the right to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operations, repair, or maintenance of said easement.

EXHIBIT A

Legal Description Road and Drainage Easement

A portion of Lot 44 of the Rancho San Miguelito in the County of San Luis Obispo, State of California, according to the map thereof recorded in Book A of Maps at Page 38, records of said county described as follows;

Easement A

Beginning at the intersection of the centerline of San Luis Bay Drive (V-SLO-FAS 1238 (1), as built construction plans dated approved August 6, 1956) and the centerline of Avila Beach Drive as shown on San Luis Obispo County Construction Plans for Avila Road at San Luis Bay Drive, Road No. A2070, P12A180 signed by the County Engineer on January 13, 1987,

Thence along the existing centerline of said San Luis Bay Drive N09°37'23"E a distance of 27.73 feet;

Thence perpendicular to said centerline, S80°22'37"E a distance of 30.00 feet to the easterly right of way line of San Luis Bay Drive as described in Book 840 of Official Records at Page 83 records of said county, said point being the True Point of Beginning; Thence, along said easterly right of way line parallel to and 30.00 feet perpendicular distant from said centerline of San Luis Bay Drive, N09°37'23"E, a distance of 31.66 feet:

Thence leaving said easterly right of way line S29°58'29"E a distance of 28.63 feet; Thence S75°24'31"E a distance of 53.73 feet;

Thence S69°41'39"E a distance of 98.12 feet to the northerly right of way line of Avila Beach Drive as shown on said San Luis Obispo County Construction Plans for Avila Road at San Luis Bay Drive;

Thence westerly along said northerly right of way line N75°52'31"W a distance of 168.72 feet to the True Point of Beginning.

Said land containing an area of one thousand four hundred seventy-nine and 59/100 (1,479.59) square feet more or less.

Easement B

Beginning at the intersection of the centerline of San Luis Bay Drive (V-SLO-FAS 1238 (1), as built construction plans dated approved August 6, 1956) and the centerline of Avila Beach Drive as shown on San Luis Obispo County Construction Plans for Avila Road at San Luis Bay Drive, Road No. A2070, P12A180 signed by the County Engineer on January 13, 1987,

APN 076 231 050 San Miguelito Partners A CA

Thence along the existing centerline of said San Luis Bay Drive N09°37'23"E a distance of 27.73 feet;

Thence perpendicular to said centerline, S80°22'37"E a distance of 30.00 feet to the easterly right of way line of San Luis Bay Drive as described in Book 840 of Official Records at Page 83 records of said county;

Thence, northerly along said easterly right of way line parallel to and 30.00 feet perpendicular distant from said centerline of San Luis Bay Drive N09°37'23"E a distance of 116.49 feet to an angle point in said right of way line;

Thence, continuing along said easterly right of way line S80°22'37"E a distance of 10.00 feet;

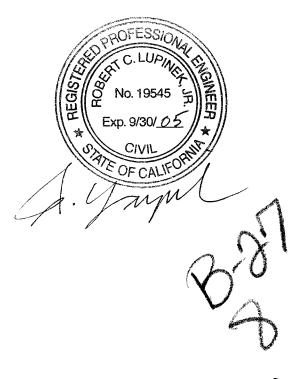
Thence continuing along said easterly right of way line parallel to and 40.00 feet perpendicular to said centerline of San Luis Bay Drive N09°37'23"E, a distance of 82.29 feet to the True Point of Beginning;

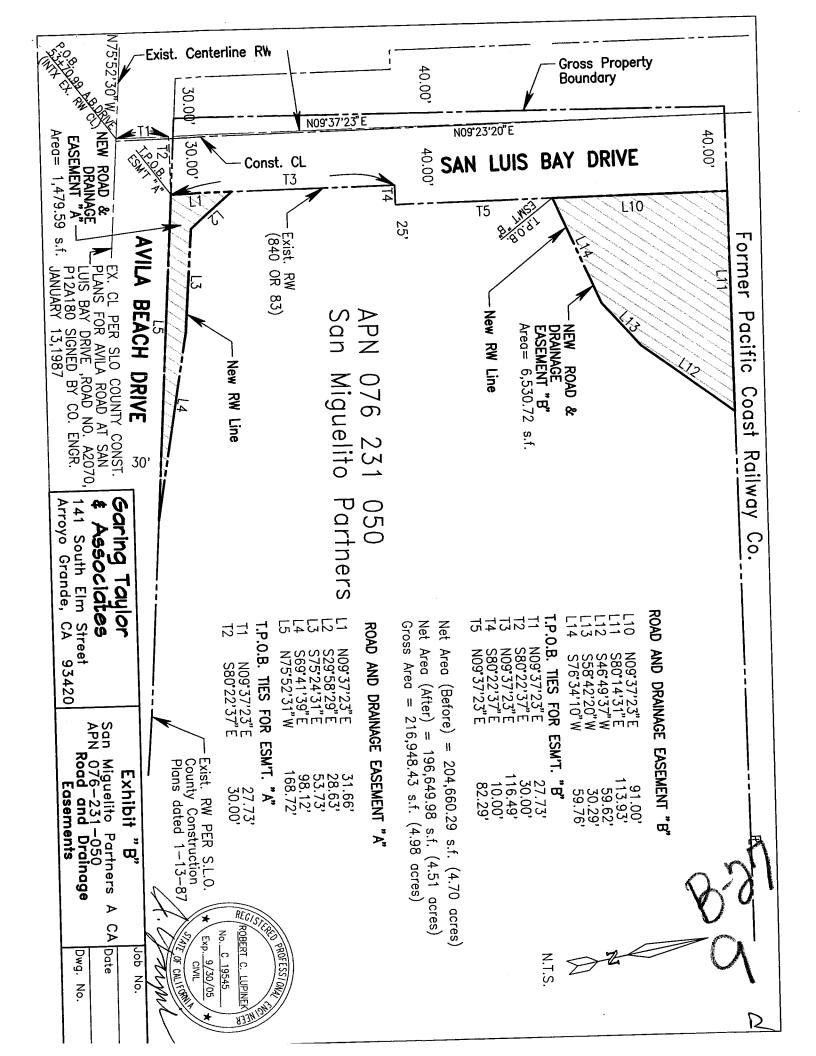
Thence continuing along said westerly right of way line parallel to and 40.00 feet perpendicular distant from said centerline of San Luis Bay Drive, N09°37'23"E, a distance of 91.00 feet more or less to the southerly line of the former Pacific Coast Railway Company;

Thence along said southerly line, S80°14'31"E a distance of 113.93 feet; Thence leaving said southerly line S46°49'37"W a distance of 59.62 feet; Thence S58°42'20"W a distance of 30.29 feet;

Thence S76°34'10"W a distance of 59.76 feet to the True Point of Beginning.

Said land containing an area of six thousand five hundred thirty and $72\100$ (6,530.72) square feet more or less.





The consideration hereinabove recited shall constitute payment in full for any damages to remaining property of the Grantor, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the public road, slopes, drainage or other structures referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the work "his" shall include the feminine gender as the case may be.)

GRANTOR -San Miguelito Partners, a California Limited Partnership

By: San Miguelito Associates, A California Limited Partnership General Partner

By: Howard & Howard, Inc., a California Corporation, General Partner

Robert W. Howard, Secretary

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General Acknowledgment Form

State of California)	
County of byonge)	SS

on March 9, 200 before me, Misting the a Notary Public in and for said State, personally appeared Robert w. Howard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CHRISTINA I. PENA
Commission # 1418668
Notary Public - California
Orange County
My Comm. Expires Am 6, 2007

Signature_

Ethines 2002 Johnission#1718108 (seal)

acknow.frm



Department of Public Works County of San Luis Obispo APN#: ptn 76-231-050

File: San Luis Bay Drive Bridge Replacement Project
Parcel No. 05-11

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SAN MIGUELITO PARTNERS**, a California limited partnership, hereinafter referred to as "Grantor" does hereby GRANT to the County Of San Luis Obispo, hereinafter referred to as "County", a temporary easement for construction purposes in, on and over the hereinafter described real property for the Grantor:

(see attached Exhibit "A", Temporary Construction Easement)

Said temporary construction easement shall include the right to enter upon, place, move and remove, equipment and materials and other items necessary for the removal and replacement of the San Luis Bay Drive Bridge and related facilities.

Said temporary construction easement will commence on <u>April 1, 2006</u> and terminate <u>March 1, 2007</u>. The same, however, may be renewed for two additional 90 day periods. Said option to renew will be exercised by the County giving Grantors written notice thereof seven days prior to the expiration of the original term or, if applicable, the first 90 day renewal period.

THIS instrument shall bind the heirs, executors, administrators, successors and assigns of the undersigned Grantor.

GRANTORS- San Miguelito Partners, a California Limited Partnership,

by: San Miguelito Associates, a California Limited Partnership, General Partner, by: Howard & Howard Inc., a California corporation, General Partner

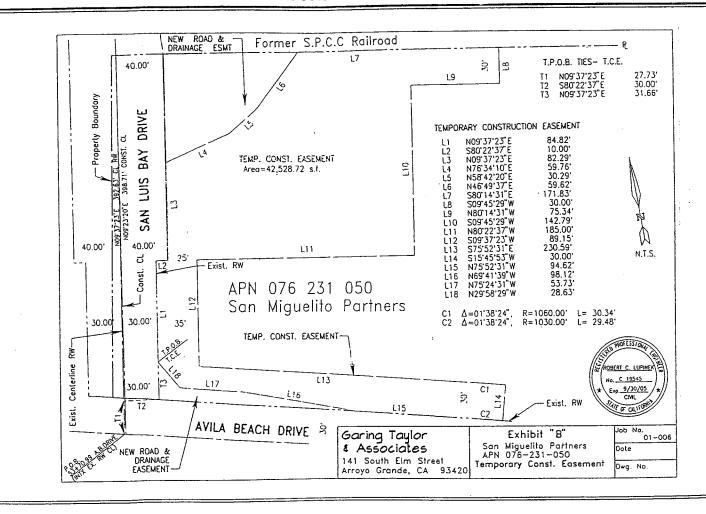
Dated: 9 MArch

Robert W Howard Secretar

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RECOMMENDED FOR APPROVAL

TEM DRARY CONSTRUCTION EASEM IT MAP



TEMPORARY CONSTRUCTION GASOMENT



File R/W: San Luis Bay Drive Bridge Parcel No. 05-11

RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this 9 day of MArch, 2006, by and between SAN MIGUELITO PARTNERS, a California limited partnership, hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, Document Nos. 05-11, in the form of a Public Road, Slope and Drainage Deed and a Temporary Construction Easement Deed, and Right of Entry covering the property particularly described in the above instruments, have been executed and delivered to Timothy J. Smith, Right of Way Agent for the County of San Luis Obispo.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between Grantor and County as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the County of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement.

2. The County shall:

- **a.** Pay the undersigned Grantor the sum of \$ 6,850 for the property interests as conveyed by Deed Nos. 05-11 when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:
 - (1) Easement or rights of way over said land for public or quasi-public utility purposes, if any.
 - (2) Covenants, conditions and restrictions as imposed by deeds of record affecting said property conveyed, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefor.

- c. At no expense to Grantor and at the time or roadway construction, construct a road approach left of Engineer's Station 57+12 as shown on said County Road Plan map; County shall replace existing driveway at Engineer's Station 40+00 to Engineer's Station 42+55.10. It is understood and agreed that upon completion of the work of construction of the road approach and driveway above mentioned (and as shown on the attached Exhibit "A"), said road approach shall be considered an encroachment under permit upon the county road, and said driveway and road approach are to be maintained, repaired and operated as such by Grantor, in accordance with, and subject to, the Standard Encroachment Permit Provisions (General) of the County of San Luis Obispo; Chapter 13.08 of the San Luis Obispo County Code; and Chapter 5.5 (commencing with Section 1450 of Division 2) of the California Streets and Highways Code.
- **3.** Permission is hereby granted the County, or its authorized agent, to enter upon Grantor's land, where necessary, for purposes of installation of road approach and driveway as described in paragraph 2c of this agreement.

Grantor understands and agrees that, upon completion of the work described in paragraph 2c of this agreement, said driveway located upon Grantor's land shall be considered as the sole property of the Grantor; the maintenance and repair of said property to be that of the Grantor.

Permission is further granted the County, or its authorized agent, to enter upon the portion of Grantor's land shown on the sketch, attached hereto Exhibit "A", to conform the road approached mentioned in paragraph 2c hereof.

- 3. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County, shall be left in as good condition as found.
- **4.** County agrees to indemnify and hold harmless Grantor from all claims for, or on account of, any injuries or damages received or sustained by any person or persons by, or on account of, any act or omission of County's contractor in the construction of the San Luis Bay Drive Bridge Replacement Project, and the uses authorized by said instruments, on the property conveyed herein.

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IN WITNESS WHEREOF, Grantor and County have executed this agreement the day and year first above written. (As used above the term "Grantor" shall include the plural as well as the singular number as the case may be.)

ATTEST:	GRANTOR -San Miguelito Partners, a California Limited Partnership
County Clerk of the County of San Luis Obispo	By: San Miguelito Associates, A California Limited Partnership
By:	General Partner
RECOMMENDED FOR APPROVAL RIGHT OF WAY AGENT	By: Howard & Howard, Inc., a California Corporation, General Partner
Timber 1	By: Robert W. Howard, Secretary
RECOMMENDED FOR APPROVAL Dept. of Public Works	COUNTY OF SAN LUIS OBISPO
Director	By: Chairperson, Board of Supervisors
Director	Champerson, board of Supervisors

sanmiguelito3.row

